



County of San Bernardino
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		Dept.		Contract Number		
		SC		A			
County Department Human Services System				Dept.		Contractor's License No.	
County Department Contract Representative Jeri Quick				Telephone 388-0255		Total Contract Amount \$11.55/hour	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: <u>Employment Contract</u>							
Commodity Code			Contract Start Date 11/27/04		Contract End Date		Original Amount \$11.55/hour
Fund RRC	Dept. 903	Organization 903	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No. 90398247	Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Children and Families Commission Receptionist				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
							Amount
							I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino hereinafter called the County, the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Name

Ruth Napolitano

hereinafter called Contractor

Address

address on file

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire to obtain the services of the Contractor on the terms and conditions set forth in this Contract; and

WHEREAS, the Contractor has the skills and knowledge necessary to provide the services for the Commission;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Receptionist with the Commission. Contractor shall work cooperatively with the Commission staff under the general direction of the Executive Director. Duties and responsibilities of this position are as follows:

- A. Uses judgment in screening people and calls and in making referrals.
- B. Provides general information on programs and services to the public; explains procedures, regulations, and policies.
- C. Receives inquiries and complaints about service, equipment or bills; evaluates described problems and attempts to resolve by researching the problem or directing people to the appropriate office.
- D. Picks up and delivers documents, supplies, and equipment to various locations within the general area.
- E. Receives, logs and distributes correspondence to appropriate office or individual.
- F. Receives cash and checks from the public; issues receipts.
- G. Takes orders for services, supplies, and equipment.
- H. Types a variety of documents in draft and final form using standard typewriter, keyboard remote terminal, teletype or word processor; proofreads material for completeness, correct grammar, spelling and punctuation.
- I. Sorts and files materials; operates a variety of office equipment; trains other employees as required.
- J. Provides vacation and temporary relief as required.
- K. Performs other duties as assigned.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This agreement shall be effective November 27, 2004, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, the Assistant County Administrator – Human Services System, who shall have the full authority and discretion to exercise County and Commission rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service.

- A. Contractor shall be hired at Step 4 of the established contract base salary Range 25. Payment for such services shall be made on a biweekly basis on the same reporting system and payroll schedule as Clerical Unit employees.
- B. Except as provided in this Contract, Contractor shall receive the same economic benefits and leave accruals as are provided to employees in the Clerical Unit, including any across-the-board salary increases granted to employees in the Clerical Unit.
- C. Contractor shall participate in the County's retirement system during the term of this Contract and shall receive the same retirement system contributions as employees in the Clerical Unit.
- D. Contractor's standard work week will be 40 hours. Contractor shall not work more than 40 hours per week without prior approval from the Executive Director, or his/her designee. Contractor will be compensated at the rate of one and one half times the regular hourly rate for all hours worked in excess of 40 hours per week.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

- A. Submission of hours worked shall be on the County's Time and Labor Report (TLR).
- B. Services to be performed under this agreement require Contractor to drive a vehicle and contractor must possess a valid California driver's license at all times during the performance of this Agreement.

Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury or death;
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death;
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this Agreement, pursuant to Section III.

- C. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- D. In the event this Contract is terminated for the purpose of making Contractor a regular county employee, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date, excluding seniority date.
- E. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.
- F. Contractor shall be covered by the County's General Liability and Workers' Compensation insurance coverage during the hours actually worked under this Contract.

VI. REIMBURSEMENT AND INDEMNIFICATION

- A. The Commission agrees to reimburse the County for total compensation costs of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

VII. CONCLUSION

This Contract, consisting of six pages, is the full and complete document describing services regarding Contractor's rights and obligations of the parties including all covenants, conditions and benefits.

CHILDREN AND FAMILIES COMMISSION

By: Bill Postmus, Chair, Children and Families Commission

Dated:

COUNTY OF SAN BERNARDINO

Dennis Hansberger, Chairman, Board of Supervisors

Dated:

By: (Contractor Signature – sign in blue ink)

Name: Ruth Napolitano
(Print or type name of person signing contract)

Title: Receptionist

Dated:

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino

By: Deputy

Address: Address on file

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► Ruth Stringer, County Counsel	► Lori Ciabattini, HSS Contracts Manager	► Carol L. Anselmi, Assistant County Administrator
Date	Date	Date

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By